

IN THE HIGH COURT OF GUJARAT AT AHMEDABAD

SPECIAL CIVIL APPLICATION No 457 of 1996

For Approval and Signature:

Hon'ble MR.JUSTICE S.D.PANDIT

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1. Whether Reporters of Local Papers may be allowed to see the judgements?
2. To be referred to the Reporter or not?
3. Whether Their Lordships wish to see the fair copy of the judgement?
4. Whether this case involves a substantial question of law as to the interpretation of the Constitution of India, 1950 of any Order made thereunder?
5. Whether it is to be circulated to the Civil Judge?

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MANJEET P KAPADIA

Versus

GIDC LTD

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Appearance:

MR MIHIR H JOSHI for Petitioner

M/S TRIVEDI & GUPTA for Respondent No. 1

SERVED for Respondent No. 2

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CORAM : MR.JUSTICE S.D.PANDIT

Date of decision: 17/01/97

ORAL JUDGEMENT

Rule.

Manjeet P. Kapadia has filed the present petition against the respondents under Article 226 of the Constitution of India.

2. The respondent issued advertisement for sale of

plots for shops and godowns in Ankleshwar in the month of November 1991 and in the said advertisement the plots of lands were offered at the rate of Rs.558/= per square meter. The petitioner had given bid at the said rate and his bid was highest and he had also deposited with the respondent a banker cheque for Rs.25,052/= dated 19th December, 1991. The Ankleshwar G.I.D.C. has also issued no objection certificate in his favour. There was no highest offer by anybody else. But inspite of this the said plot was again advertised for sale along with the other adjoining plots in the month of March, 1995. Therefore, petitioner raised objections to the same at that time. On his raising the said objections, the respondent informed the petitioner that the petitioner will have to pay the prices at the rate of Rs.1,200/= per square meter and hence, the petitioner has come before this court.

3. In the reply, the only stand taken by the respondent is that though the prices offered by the petitioner was approved by the Board as there was no final decision on the same, the respondent could not be said to have finally accepted the offer given by the petitioner. It is very pertinent to note that it is not the claim of the respondent that as regards the adjoining plots there was an offer at a higher rate then Rs.558/= per square meter. There is nothing in the reply of the respondent to show as to how and why they were insisting for prices of Rs.1,200/=. It is also very pertinent to note that till the petitioner filed his objection, the respondent No.1 had not informed the petitioner in writing that his offer given by him was not accepted by them or that the same was not acceptable to them. The respondent has not also raised any contention contending that there are grounds for rejecting the offer of the petitioner. When the petitioner has contended that the offer given by him was the highest offer is not specifically denied by the respondent and when there is nothing on record to show that there was no any other highest offer, the respondent was not justified in taking the action of the readvertising the said plot. No doubt, the offer given by the present petitioner was given in the year 1991 and since then the prices of the land have grown up, but the petitioner has voluntarily offered to pay the prices at the rate of Rs.800/= per square meter. The said offer given by him is quite reasonable and proper. In the circumstances, I hold that the present petition will have to be allowed and I direct the respondent to accept the offer of the petitioner for the land of the plot at the rate of Rs.800/= per square meter and to finalize the transaction with him as early as

possible. Rule is made absolute accordingly.

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